

**COUNT II**

**(REQUESTS FOR PERMANENT INJUNCTIONS)**

- 36. Kroger incorporates the foregoing paragraphs as if fully restated herein.
- 37. Kroger has validly exercised its option to purchase the Sites.
- 38. Money damages are inadequate to remedy the breach by Defendant Malease because the Sites are unique and in the best location for Kroger's industrial facilities.
- 39. Accordingly, Kroger is entitled to injunctive relief specifically requiring Defendant Malease to sell to Kroger the Sites.

**COUNT III**

**(ACTUAL AND ANTICIPATORY BREACH)**

- 40. Kroger incorporates the foregoing paragraphs as if fully restated herein.
- 41. Pursuant to the April Leases and the agreements Kroger was party to, Kroger validly exercised its right to purchase the Sites.
- 42. Defendant Malease has refused to acknowledge Kroger's exercise of Kroger's Purchase Options.
- 43. Defendant Malease's actions are in violation of the April Leases and constitute a breach of the Leases.
- 44. Because of Defendant Malease's breaches, Kroger has been damaged in an amount to be determined at trial.

**COUNT V**

**(UNJUST ENRICHMENT)**

- 45. Kroger incorporates the foregoing paragraphs as if fully restated herein.
- 46. Kroger has fulfilled its obligations under the April Leases and other agreements it was party to.